

APN: 1320-35-002-022

2004 JAN 20 AM 11:00

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WERNER CHRISTEN  
RECORDER

\$16<sup>00</sup> PAID *Be* DEPUTY

This instrument was prepared by:  
Bank of America  
1400 Best Plaza Drive  
Richmond, VA 23227

After recording return to:  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 7065810835

**Real Estate Subordination Agreement  
(Bank of America to Bank of America)**

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/07/2003, by Bank of America, N.A., having an address of 1400 Best Plaza Drive, Richmond, Va 23227

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of  
Bank of America  
4161 Piedmont Parkway  
Greensboro, NC 27410

**Whereas**, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated ~~03/01/2000~~, executed by DANIEL L. ESAU <sup>04/03/2000</sup>

and which is recorded in Volume/Book ~~0300~~ <sup>0400</sup>, Page ~~1763~~ <sup>1849</sup> and if applicable, Document Number ~~0487624~~ <sup>0489743</sup>, of the land records of DOUGLAS County, NV, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

**Whereas**, Bank of America has been requested to make a loan, line of credit or other financial accommodation to DANIEL L. ESAU (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America in the maximum principal face amount of \$ 357,704.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed months], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

**Now, Therefore,** for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

**Bank of America N.A.**

Carol A. Rockwell 01/07/04  
By: Carol A. Rockwell Date  
Its: Assistant Vice President

**The following states must have Trustee sign Subordination Agreement: AZ, DC, NC, NV, and VA.**

The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effectuate the provisions hereof.

**Witness(es):**

**Trustee Name:** PRIAP INC

Mina Blalathen  
Witness Signature

Betty W. Watson  
Trustee Signature

Mina B. Warthen  
Typed or Printed Name

Betty W. Watson, Assistant Vice Presiden  
Typed or Printed Name

Debra W. Chapman  
Witness Signature

Debra W. Chapman  
Typed or Printed Name

**Bank of America Acknowledgment:**

State/Commonwealth/District of Virginia

County/City of Henrico

On this the 7 day of January , 2004, before me, Aleatha Conway  
The undersigned officer, personally appeared Carol A. Rockwell,  
Who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that  
(s)he, as such Assistant Vice President,  
Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by him/herself as Assistant Vice President. In witness whereof I  
hereunto set my hand and official seal.

SEAL

*Aleatha Conway*

**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 12/31/03

**Trustee Acknowledgment:**

State/Commonwealth/District of Virginia

County/City of Henrico

On this the 7 day of January, 2004, before me, Aleatha Conway  
The undersigned officer, personally appeared Betty W. Watson,  
Who acknowledged him/herself to be the Assistant Vice President , and that (s)he, as such  
Assistant Vice President,  
Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by him/herself as Assistant Vice President.  
. In witness whereof I hereunto set my hand and official seal.

SEAL

*Aleatha Conway*

**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 12/31/07